

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 19, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance 

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a new Interlocal Agreement with the City of Marathon for the Use of the Meeting Room at the Marathon Government Center, and the televising of Marathon City Council Meetings.

ITEM BACKGROUND: On September 30, 2005, the Interlocal Agreement with the City of Marathon expired. Monroe County and the City of Marathon would like to enter into an Agreement for an additional year beginning October 1, 2005.

PREVIOUS RELEVANT BOCC ACTION: The BOCC granted approval and authorized execution of an Agreement with the City of Marathon for the utilization of the County meeting room on May 17, 2000. One year period renewal options were approved on August 15, 2001, August 21, 2002, December 17, 2003, and October 20, 2004. The original Interlocal Agreement was re-typed for visual clarification.

CONTRACT/AGREEMENT CHANGES: Fees for 26 meeting room dates increased to \$25,978.68. An Indemnification and Hold Harmless statement for Inter-Governmental Agreements was added to Section 4 of the Agreement. References to Channel 16 were revised to Channel 76. References to the County Administrators office were changed to read the corresponding departments.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

COST TO COUNTY: N/A

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year** \$25,978.68

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:


Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: City of Marathon Contract # _____
 Effective Date: 10-1-2005
 Expiration Date: 9-30-2006

Contract Purpose/Description: For the City to hold City Council meetings at the Marathon Government Center.

Contract Manager: Ann Riger 4549 Facilities Maintenance – #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on: October 19, 2005 Agenda Deadline: October 4, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$REVENUE Current Year Portion: _____
 Budgeted? Yes ☐ No ☐ Account Code: _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: For: _____
 (Not included in dollar value above) (e.g., maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>10/13/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>10/13/05</u>
Risk Management	<u>9/29/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>9/29/05</u>
O.M.B./Purchasing	<u>9/29/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Barker</u>	<u>9/29/05</u>
County Attorney	<u>9/29/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>9/29/05</u>

Comments: _____

INTERLOCAL AGREEMENT FOR THE USE OF THE MEETING ROOM
AT THE MARATHON GOVERNMENT CENTER

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter County, and the City of Marathon, a municipal corporation, whose address is 10045-55 Overseas Highway, Marathon, FL 33050, hereafter City.

WHEREAS, the County has a meeting room at the Marathon Government Center with the technical facilities to enable meetings to be cablecast;

WHEREAS, the County desires to permit the City to use the County meeting room; now therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

Section 1.

- a) The County authorizes the City to hold 26 City Council meetings per year (October 1 – September 30) at the Marathon Government Center meeting room with each meeting approximately two weeks apart. The City must coordinate meeting dates with the Facilities Maintenance office so that no County/City schedule overlap occurs. The City will provide a full year's meeting schedule prior to October 1, each year. If a schedule conflict between a City Council meeting and a meeting of the County Commission, County Planning Commission or County Code Enforcement hearing does occur, then the County meeting or hearing will take precedence.
- b) The County will televise live the City Council meetings, unless there is a meeting of the County Commission, County Planning Commission, County Code Enforcement hearing or similar organization going on at the same time, and will videotape all City Council meetings. If there is a County meeting or hearing going on, then the City Council meeting will be televised live on Channel 76 as soon as the County meeting or hearing is concluded. If the City Council meeting ends before the County meeting or hearing concludes, then the tape of the City Council meeting will be shown on Channel 76 twice on later dates.
- c) Except as provided in Sec. 1(b), the County will replay each City Council meeting tape one time before the next City Council meeting. The City may request a specific time and date for each replay through the Technical Services office who shall accommodate the City's request unless the time requested by the City would conflict with a live telecast of a County meeting or hearing.
- d) The County will furnish the City one video tape copy of each City Council meeting.

Section 2.

From the effective date of this agreement, until September 30, 2006, City shall pay the County \$25,978.68 in advance for 26 City Council meetings to be held at the Marathon Government Center, televised live (if there is no conflict with a county meeting or hearing), meeting video tapes, and one replay on Channel 76 of each meeting. The City may add three additional meetings to the 26 authorized above without additional charge. If the City Council holds meetings in excess of 29 during the period of October 1, 2005 through September 30, 2006, and desires that the extra meetings be held at the Marathon Government Center pursuant to this agreement, then the City must pay the County an additional \$999.18 for each meeting held. If the City holds less than 23 meetings using the Marathon Government Center, pursuant to this agreement, during the period of October 1, 2005 through September 30, 2006, then the County must refund or credit \$999.18 to the City for each meeting less than 23. If this agreement is extended for subsequent years after September 30 2006, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3.

The term of the Agreement is from October 1, 2005 through September 30, 2006.

Section 4.

The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchases suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

Section 5.


This agreement will take effect when executed certified copies are filed in the Office of the Clerk of the Sixteenth Judicial Circuit and in the Office of the Clerk of the City of Marathon, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth below.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By _____
Deputy Clerk
Date _____

ATTEST:


By 
City Clerk
Date 9/28/05

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairperson

CITY OF MARATHON, FLORIDA

By 
Marathon Mayor

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
9/28/05

City Council**Mayor John Bartus****Vice Mayor Chris Bull****Councilmember Bob Miller****Councilmember Marjie****Mearns****Councilmember Jeff Pinkus****City Manager****Michael H. Puto****City Attorney****Stearns Weaver Miller****Weissler Alhadeff****& Sitterson, PA****CITY OF
MARATHON**

REGULARLY SCHEDULED CITY COUNCIL MEETINGS

2005/2006

Tuesday	10/11/05	6:30 p.m.
Tuesday	10/25/05	6:30 p.m.
Tuesday	11/08/05	6:30 p.m.
Tuesday	11/22/05	6:30 p.m.
Tuesday	12/13/05	6:30 p.m.
Tuesday	12/27/05	6:30 p.m.
Tuesday	01/10/06	6:30 p.m.
Tuesday	01/24/06	6:30 p.m.
Tuesday	02/14/06	6:30 p.m.
Tuesday	02/28/06	6:30 p.m.
Tuesday	03/14/06	6:30 p.m.
Tuesday	03/28/06	6:30 p.m.
Tuesday	04/11/06	6:30 p.m.
Tuesday	04/25/06	6:30 p.m.
Tuesday	05/09/06	6:30 p.m.
Tuesday	05/23/06	6:30 p.m.
Tuesday	06/13/06	6:30 p.m.
Tuesday	06/27/06	6:30 p.m.
Tuesday	07/11/06	6:30 p.m.
Tuesday	07/25/06	6:30 p.m.
Tuesday	08/08/06	6:30 p.m.
Tuesday	08/22/06	6:30 p.m.
Tuesday	09/12/06	6:30 p.m.
Tuesday	09/26/06	6:30 p.m.

Our Fax
295-3672

REQUEST FOR USE OF COUNTY PROPERTY IN MONROE COUNTY, FLORIDA

Date: 8/24/05

Name of persons or organization: City of Marathon

Address & telephone number: 10045 Overseas Hwy.

Contact person & telephone number: Cindy Ecklund 305-289-4101

Specific County property or meeting room requested: Marathon EOC

Intended use: City of Marathon Council meetings 05/06

Date(s) needed: See attached. Time: From: _____ to _____

Official Monroe County Government Use: Yes _____ No _____

Number of participants: _____

Brief description of event: normal city council mtg.

Alcohol consumption/sales? Yes _____ No _____

Use of personal BBQ grill: Yes _____ No X

USE OF COUNTY PROPERTY ONLY

Clean up provisions, assurances, and state if any improvements are to be to facility: _____

Coordination with: Sheriff Dept: _____
Security: _____
Public Works: _____

Previous history of holding similar events: _____

USE OF MEETING ROOMS ONLY

Special Audio Visual Equipment Needed:
Yes: _____ No: _____
Describe: _____

Public Address System:
Yes: _____ No: _____

Arrangement of Room _____

Fees are listed on pages 5 and 6 of the Policy for Public Facilities, Roads, Bridges, & County Meeting Rooms.

Scheduled Date: _____ COUNTY USE ONLY
Fees: _____

Insurance /Hold Harmless Requirements: _____

Approved: Yes _____ No _____ By: _____

Remarks: _____

HOLD HARMLESS AGREEMENT

This agreement entered into by and between MONROE COUNTY, FLORIDA a political subdivision of the State of Florida, herein "COUNTY" and City of Marathon

Marathon, FL 33050 whose address is 10045-55 Overseas Highway hereinafter "EVENT SPONSOR."

That for and in consideration of the understanding hereinafter set forth the parties do agree and covenant as follows:

1. That in and for the consideration of permission to use certain public roads or other public property, more particularly described as follows: Marathon EOC for the purpose of conducting a City Council mtg event, more particularly described as follows: on the see attached list day of 20 from am/pm until am/pm, the EVENT SPONSOR does hereby agree to indemnify the COUNTY in to for any and all claims or liabilities that may arise out of the above described event.
2. That, in addition to indemnification described in Paragraph One, the EVENT SPONSOR does hereby agree to hold the COUNTY harmless in all respects concerning the event described in Paragraph One and will defend any and all causes of action or claims and will, further, pay the cost of any attorney's fees incurred by the COUNTY arising out of the event described in Paragraph One.

City of Marathon
Organization

By: [Signature]
Of the above and duly authorized to
Execute this agreement.

State of Florida
County of Monroe

SUBSCRIBED AND SWORN to (or affirmed before me) on 27 day of September 2005

By John Bortus, Mayor (Event Contact Person), he/she is personally known to me or has produced PD (type of identification) as identification.

[Signature]
Notary Public



Cindy L. Ecklund
My Commission DD280157
Expires January 11, 2008

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